

CHINA

Established February, 1845.

With which is incorporated The "Hongkong Evening Mail and Shipping List." Published every Evening.

MAIL.

HONGKONG, TUESDAY, JANUARY 16, 1877.

VOL. XXXIII. No. 4227. 五六十正年七七百八千一英

PRICE, \$24 PER ANNUM.

AGENTS FOR THE CHINA MAIL.

LONDON:—F. ALGAR, 8, Clement's Lane, Lombard Street, George Street, 30, Cornhill, GORDON & GORGE, Ludgate Circus, E. C. BATES, HENRY & CO., 4, Old Jewry, E. C. SAMUEL DEACON & CO., 150 & 164, Leadenhall Street, NEW YORK:—ANDREW WIND, 138, Nassau Street, AUSTRALIA, TASMANIA, AND NEW ZEALAND:—GORGE & GORGE, Melbourne and Sydney, SAN FRANCISCO and American Ports generally:—BEAN & BLACK, San Francisco, CHINA:—Swatow, QUAILOH & CAMPBELL, AMoy, WILSON, NICHOLLS & CO., Foochow, HENRY & CO., Shanghai, LAM, CRAWFORD & CO., and KELLY & WALKER, Manilla, C. HEDDERSON & CO., Macao, L. A. DA GRATA.

Banks.

HONGKONG & SHANGHAI BANKING CORPORATION.

PAID-UP CAPITAL, \$5,000,000 Dollars, RESERVE FUND, 200,000 Dollars.

COURT OF DIRECTORS,
Chairman—E. R. BENILLO, Esq.
Deputy Chairman—AD. ANDER, Esq.
J. F. VODOR, Esq. S. W. POMEROY, Esq.
H. HOPFUS, Esq. F. D. SASSOON, Esq.
A. MOLIVE, Esq.

ACT. CHINA MANAGER,
Hongkong, THOMAS JACKSON, Esq.
Manager.

Shanghai, EWEN CAMMEN, Esq.
LONDON BANKERS.—London and County Bank.

HONGKONG.

INTEREST ALLOWED

ON Current Deposit Accounts at the rate of 1 per cent. per annum on the daily balance.

ON Fixed Deposits:—
For 3 months, 2 per cent. per annum,
" 6 " 4 per cent. " "
" 12 " 5 per cent. " "

LOCAL BILLS DISCOUNTED.

Credits granted on approved Securities, and every description of Banking and Exchange business transacted.

Depts., granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.

T. JACKSON,
Acting Chief Manager.
Office of the Corporation,
No. 1, Queen's Road East.
Hongkong, November 2, 1876.

Intimations.

HONGKONG.

Chs. J. GAUFP & Co., WATCHMAKERS & JEWELLERS,
38, Queen's Road,

NAUTIAL INSTRUMENTS,
CHRONOMETRES,
&c., &c.,

Carefully Repaired, Cleaned and accurately rated under guarantee.

All Repairs in the above line done at reasonable rates and with despatch.
Hongkong, May 1, 1876.

HONGKONG, CANTON, AND MACAO STEAMBOAT COMPANY,
LIMITED.

NOTICE TO SHAREHOLDERS.

THE Twenty-first Ordinary Half-yearly MEETING of SHAREHOLDERS in the Company will be held at the CITY HALL, Victoria, Hongkong, on THURSDAY, the 26th January instant, at 2 o'clock in the afternoon, for the purpose of receiving a Report of the Directors, together with a Statement of the Accounts, and electing Auditors.

By Order of the Board of Directors,
P. A. DA COSTA,
Secretary.

Hongkong, January 2, 1877. 1025

HONGKONG, CANTON, AND MACAO STEAMBOAT COMPANY,
LIMITED.

NOTICE.

THE Transfer BOOKS of the Company will be CLOSED from the 11th to the 26th instant, both days inclusive.

By Order of the Board of Directors,
P. A. DA COSTA,
Secretary.

Hongkong, January 2, 1877. 1028

MACAO HOTEL,
PRAYA GRANDE, MACAO.

ON the 20th instant, a First Class HOTEL will be OPENED, under the above title, in Spacious, Commodious, and well-furnished premises on the Praya Grande.

Every attention will be paid to the comfort of Visitors.

Wines, Spirits and Eatables of the best quality only supplied. Terms moderate.

J. P. DE CAMPOS,
Proprietor,
Macao, January 2, 1877. 1029

Intimations.

THE MEDICAL HALL,
37, Queen's Road, Hongkong.
ESTABLISHED 1853.

TH. KOFFER, Proprietor.

Hongkong, April 28, 1876. 1028

W. BALL,

CHINA DISPENSARY.

IMPORTER OF DRUGS, CHEMICALS,
DRUGGISTS' SUPPLIES, TOILET
REQUISITES, PATENT MEDIC-
INES AND PERFUMES.

Prescriptions Dispensed with Carefulness,
and Prompt Attention.

PRAYA WEST, HONGKONG,
Near the Canton Steamer's Wharf.
Hongkong, July 12, 1876.

AH YON,
SHIP'S COMPRADORE AND
STEWARD,

No. 57, Praya Wan.
SHIPPING SUPPLIED WITH ALL KINDS OF
COAL, WATER, BALLAST, FRESH
PROVISIONS & OILMANS' STORES

Of the best quality and at the shortest notice.
Hongkong, May 1, 1876.

NOTICE.

THE ADJOURNED MEETING to consider the advisability of establishing a MUTUAL BENEFIT BUILDING SOCIETY in Hongkong, will be held at the HONGKONG HOTEL, on THURSDAY Next, the 18th instant, at 5 o'clock. All Persons interested in the subject are invited to attend.

DAVID WELSH,
For the Promoters.
Hongkong, January 15, 1877. 1018

NOTICE.

ON and after the 15th of January, my Charge for Brokerage on all SHARES, will be HALF PER CENT on the Full Amount, to be Paid by the Seller only.

W. M. MORGAN,
Broker.
Hongkong, January 13, 1877. 1018

A LARGE MERCANTILE FIRM in ENGLAND, principally engaged in the hardware line, but executing Indents in all Branches of Trade, wish to meet with an energetic European Gentleman to act as Resident AGENT in Hongkong on Commission. Liberal Terms and facilities will be given, so that a good income can be made by an energetic representative. A Candidate with a connection amongst the principal indents will be preferred. Satisfactory references must be awarded. Address in first instance to Box 128, GENERAL POST OFFICE, BIRMINGHAM. 1018

THE Partnership hitherto existing between the Undersigned under the name of G. RAYNAL & Co. at this Port, has this day been dissolved by mutual consent.

GUSTAV RAYNAL,
CARL MILLISCH.
Macao, January 1, 1877. 1022

NOTICE.

NO. 1 of the "TOKIO TIMES" (A Weekly Journal) will be Published at Tokio on Saturday, January 6, 1877.

Terms of Subscription: \$12 per Year.

Single Copies, 25 cents.

Advertisements: 50 cents per Inch or part of an Inch, and \$6 per Column.

Orders received by

MESSRS. LANE, CRAWFORD & Co.

Hongkong, January 1, 1877. 1024

NOTICE.

THE Thirty-Eighth Annual MEETING of the MEDICAL MISSIONARY SOCIETY, will be Held at the House of MESSRS. OLFERTH & Co., Canton, on THURSDAY, the 18th instant, at 11 o'clock a.m.

FLEMMING CARRON, M.D.,
Secretary.

SIR BROOKE ROBERTSON, C.B.,
Acting President.

Canton, January 11, 1877. 1018

NOTICES OF FIRMS.

NOTICE.

M. R. H. C. EBBMANN has been admitted a Partner in our Firm, and Mr. ALFRED HEDDE has been authorized to sign for us per Procuration.

CARLOWITZ & Co.

Hongkong, January 1, 1877. 1022

NOTICE.

MR. LUDWIG SIEGMUND LUTMENS is authorized to sign our Firm per Procuration.

W. PUSTAU & Co.

Hongkong, January 1, 1877. 1023

NOTICE.

THE BUSINESS of the Undersigned

will henceforth be carried on under the Name or Style of H. KISS & Co.

H. KISS.

Hongkong, January 1, 1877. 1022

NOTICE.

THE Interest and Responsibility in our Firm of the late Mr. J. C. KARTE, ceased with his death at Yokohama on the 27th of August last, and the Business will be carried on as heretofore and under the same Style and Firm by our Mr. H. KUHN-MANN.

Mr. RICHARD SCHÖNBERGER has been authorized to sign the Firm.

KRÜSE & Co.

Hongkong, January 1, 1877. 1022

NOTICE.

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Firm of the late Mr. J. C. KARTE, ceased with his death at Yokohama on the 27th of August last, and the Business will be carried on as heretofore and under the same Style and Firm by our Mr. H. KUHN-MANN.

Mr. RICHARD SCHÖNBERGER has been authorized to sign the Firm.

KRÜSE & Co.

Hongkong, January 1, 1877. 1022

Intimations.

MacEWEN, FRICKEL & Co.

ARE NOW LANDING AN INVOICE OF

ROUYER GUILLET & Co.'s
CELEBRATED BRANDY.

This BRANDY is well known in England, the Colonies, and India. The Firm possess Six Vineyards and Six Distilleries, and are amongst the largest shippers from Charente.

Qualities One *, Two **, Three ***, and Four ****, in Cases of One Dozen Quarts.

Also,

POMMERY & GRENO'S

"Extra Seco." CHAMPAGNE,

in Quarts and Pints,

As supplied to the principal London Clubs.

Hongkong, January 5, 1877. 1025

NOTICES OF FIRMS.

NOTICE.

M. R. WILHELM CARL ENGELBRECHT VON PUSTAU, June, is authorized to sign for our Firm.

W. PUSTAU & Co.

Hongkong, December 23, 1876. 1021

NOTICE.

M. R. FERDINAND NISSIN has been compelled to retire from our Firm in consequence of failing health, and his interest and responsibility ceased on the 31st December last.

MR. NICOLAUS AUGUST SIERS has been authorized to sign for us by Procuration.

We have this day reopened a branch of our Firm at Canton.

SIEMESSEN & Co.

Hongkong, January 1, 1877. 1022

NOTICE.

THE Partnership hitherto existing between the Undersigned under the name of G. RAYNAL & Co. at this Port, has this day been dissolved by mutual consent.

GUSTAV RAYNAL,
CARL MILLISCH.

Macao, January 1, 1877. 1022

NOTICE.

THE Interest and Responsibility of our Firm ceased from the 1st April 1876.

A. A. DE MELLO & Co.

Macao, January 1, 1877. 1025

I HAVE this day Established myself at this Port under my own name as GENERAL COMMISSION AGENT.

O. KEES.

Canton, January 9, 1877. 1025

NOTICE.

THE Interest and Responsibility of our Firm ceased from this day.

The signature of the Firm will henceforth be used for the Liquidation only.

C. J. MEYER & Co

Notices to Consignees.

S. S. ESMERALDA, FROM MANILA.

CONSIGNEES of Cargo per above Steamer are hereby requested to take immediate delivery of their Goods from Ship's side.

Cargo impeding the discharge of the Vessel will be landed and stored by the Undersigned at Consignees' risk and expense.

A. MACG. HEATON,

Agent.

Hongkong, January 15, 1877.

COMPAGNIE DES MESSAGERIES MARITIMES.

S. S. AVA.

NOTICE.

CONSIGNEES of Cargo per S. S. "Gange" from London, in connection with the above Steamer, are hereby informed that their Goods are being landed and stored at their risk at the Company's Godowns, whence delivery may be obtained immediately after landing.

Optional Cargo will be forwarded on, unless intimation is received from the Consignees, before 6 p.m. To-day, requesting it to be landed here.

Bills of Lading will be countersigned by the Undersigned.

Goods remaining unclaimed after Friday, the 19th January, at Noon, will be subject to rent and landing charges.

No Fire Insurance has been effected.

H. DU POUEY,

Agent.

Hongkong, January 11, 1877. ja19

NOW READY.

THE FOLK-LORE OF CHINA, AND ITS AFFINITIES WITH THAT OF THE ASIAN AND SEMIPIO RACES.

BY N. B. DENNYS, PH.D.

"Instructive and amusing enough to command a ready sale."—*Daily Press*.

For Sale by

MESSRS LANE, CRAWFORD & CO.; LAMBERT, ASTRINSON & CO.; FALCONER & CO.; MOGWEN, FRICKE & CO.; GAUFF & CO., and KRUSE & CO.

Or can be had of the Author at the CITY HALL, Hongkong.

London, TRUNKER & CO., Shanghai, MESSRS KELLY & WALSH.

Price.—Half Bound Roan, \$2.00
Paper Covers, \$1.00
Hongkong, December 13, 1876.

To-day's Advertisements.

FOR YOKOHAMA & HIOGO.

The Steamer "EGERIA."

PAULSEN, Master, will be despatched for the above Ports on THURSDAY, the 18th Instant, at 9 a.m.

For Freight or Passage, apply to

SIEMSEN & CO.

Hongkong, January 16, 1877. ja18

FOR TAKAO.

The German Schooner "AUGUSTE REIMERS."

THOMSEN, Master, will be despatched an above on FRIDAY, the 19th Instant, at Daylight.

For Freight, apply to

MELCHERS & CO.,

Hongkong, January 16, 1877. ja19

CASTLE LINE OF STEAMERS.

BRAEMAR CASTLE, FROM LONDON AND SINGAPORE.

THIS Steamer having arrived, Consignees of Cargo are hereby informed that their Goods are being landed, at their risk, into the Godowns of Mr A. MACG. HEATON, whence delivery may be obtained.

Consignees wishing to receive their Goods on the Wharf are at liberty to do so.

Optional Cargo will be forwarded on, unless notice to the contrary be given before 10 a.m. To-morrow.

No Claims will be admitted after the Goods have left the Godowns, and all Goods remaining after the 23rd Instant will be subject to rent.

No Fire Insurance has been effected.

Bills of Lading will be countersigned by ADAMSON, BELL & CO., Agents.

Hongkong, January 16, 1877. ja28

FROM LONDON, PENANG AND SINGAPORE.

THE S. S. "Egeria," PAULSEN, Master, having arrived, Consignees of Cargo are hereby informed that their Goods are being landed and stored at their risk by the Undersigned into their Godowns, whence and from the Wharf or Boats delivery may be obtained.

Optional Cargo will be forwarded on, unless notice to the contrary is given before 10 a.m. To-morrow, the 17th Instant.

Goods remaining undelivered after the 23rd Instant will be subject to rent.

No Fire Insurance has been effected.

Bills of Lading will be countersigned by SIEMSEN & CO., Agents.

Hongkong, January 16, 1877. ja23

Not Responsible for Debts.

Neither the Captain, the Agents, nor Owners will be responsible for any Debts contracted by the Officers or Crews of the following Vessels, during their stay in Hongkong Harbour:—

VESTA, German barque, Capt. R. Dirks.

—Melschens & Co.

MADAME DENTORET, British barque, Captain C. H. Bessell.—Gibb, Livingston & Co.

BEETHOVEN, German barque, Captain M. Haje.—Melschens & Co.

BARDGETOWN, British barque, Captain E. W. Crisp.—Arnhold, Karberg & Co.

FLYING CLOUD, British barque, Captain H. Williams.—Turner & Co.

IEENS, German schooner, Captain O. Hansen.—Carlowitz & Co.

HANTS COUNTY, British barque, Captain G. W. Cochran.—Moyer & Co.

SHIPPING.

ARRIVALS.

Jan. 16, *Gaia*, British steamer, 1712, Wm. Henry Kidley, San Francisco Dec. 16, and Yokohama Jan. 9, Mails and General.—O. & O. S. O.Jan. 16, *Braemar Castle*, British steamer, 1424, W. J. Ayres, London Nov. 22, via ports of call, and Singapore Jan. 7, General.—ADAMSON, BELL & CO.Jan. 16, *Egeria*, German steamer, 1087, P. Paulsen, London Nov. 14, via ports of call, and Singapore Jan. 7, General.—SIEMSEN & CO.Jan. 16, *Lucre*, Siamese barque, 432, M. Colberg, Chefoo Jan. 7, General.—DUGLAS LAFALK & CO.Jan. 16, H.M.S. *Vigilant*, from Macao.

DEPARTURES.

Jan. 16, *Norna*, for Swatow. 16, Chinkiang, for Shanghai.

CLEARED.

Killarney, for Guam. Ferdinand, for Manila.

Conguet, for Hoioh. Hieronimus, for Saigon.

Auguste, Gen. bge, for Singapore.

Yesso, for Swatow.

Ninolino, for Falmouth.

Jylland, for Takow.

PASSENGERS.

ARRIVED.

Per *Leonor*, from Amoy, &c., Mr J. McMaster, 1 European dock, and 70 Chinese.Per *Gaelic*, from San Francisco, 406 Chinese.Per *Braemar Castle*, from Straits, 220 Chinese.Per *Egeria*, from Singapore, 30 Chinese.

DEPARTED.

Per *Norna*, for Swatow, 101 Chinese.

Per Chinkiang, for Shanghai, 30 Chinese.

Per *Yesso*, for Swatow, 100 Chinese.

SHIPPING REPORTS.

The German steamer *Egeria* reports: Strong N.E. winds with heavy rain squalls and very high sea until reaching Macao and Banka, from thence to port fresh breeze with very high sea, winds constantly full of water.The British steamer *Braemar Castle* reports: Strong breeze and cloudy weather with heavy sea, from Singapore to arrival.The Siamese barque *Lucre* reports: To the Gulf of Peguill strong Northerly winds with heavy snow-storms. From Shantung Promontory N.E. winds with thick and hazy weather to arrival.The British steamer *Leonor* reports: From Tamsui to Taiwan Foo and Amoy, had fresh monsoon and fine weather. From Amoy to Swatow, moderate monsoon and fine weather. From Swatow to Hongkong, fresh monsoon and cloudy weather. Steamers in Swatow:—*Gravel* and *Salvadora*. *Atlanta*, *Hailong* and *Felcoong*. Of Tongmi Point passed a Steamer bound N. at 8.00 a.m. on 16th passed a Steamer bound N. of Single Island U.S.S. *Hector* bound N.

POST OFFICE NOTIFICATIONS.

MAILS will close:—

For MANILA.—

Per *Salvadora*, at 1.30 p.m., on Wednesday, the 17th inst.

For YOKOHAMA AND HIOGO.—

Per *Egeria*, at 8.30 a.m., on Thursday, the 18th inst.

For MANILA.—

Per *ESMERALDA*, at 11.30 a.m., on Thursday, the 18th inst.

For SINGAPORE, PENANG & CALCUTTA.—

Per *ARRATON APOLAR*, at 2.30 p.m., on Thursday, the 18th inst.Per *PENGUIN*, at 2.30 p.m., on Thursday, the 18th inst.

For BANGKOK.—

Per *DANUBE*, at 5 p.m., on Thursday, the 18th inst.

For SAIGON.—

Per *NORDEN*, at 3.30 p.m., on Friday, the 19th inst.

For COOKTOWN.—

Per *THALES*, at 1.30 p.m., at Monday, the 22nd inst. Mail will also be made up for E. Australia, Tasmania and New Zealand, 8 cents rates.

For SINGAPORE, PENANG & LONDON.—

Per *ALTONA*, at 11.30 a.m., on Tuesday, the 23rd inst.

MAILS BY THE ENGLISH PACKET.—

The English Contract Packet *GEELONG*, will be despatched with the Mails for Europe, &c., on THURSDAY, the 18th inst.

The following will be the hours of closing the Mails, &c.—

Wednesday, January 17th, 5 p.m., Money Order Office closed.

MAILS BY THE FRENCH PACKET.—

The French Contract Packet *MEIKONG*, will be despatched on THURSDAY, the 25th instant, with Mails to and through the United Kingdom and Europe, via Marseilles to Saigon, Singapore, Batavia, Galle, Australia, New Zealand, Tasmania, Fiji, Aden, Seychelles, Réunion, Mauritius, Suez, and Alexandria.

Letters may also be forwarded to India by this Packet, but can be paid only as far as Ceylon. The postage to Ceylon must be prepaid. Such letters should be marked "Add to Galle only"; they will go on from Galle as unpaid.

THE S. S. *GAEILIC*, will be despatched on THURSDAY, the 1st February, with Mails for Japan, San Francisco, the United States and London, which will be closed as follows:—

2 p.m. Registry of Letters closed.

2.30 p.m. Post Office closed.

2.30 p.m. Correspondence may be posted on board the Packet with Late Fee of 12 cents extra Postage until

2.30 p.m. when the Mail is finally closed.

Charters Executed.

The following settlements have been effected since last Report was published:—

German bark *Vesta*, 302, Whatipia to Tamsui and back to Hongkong via Newchwang, 63 cents per picul, 35 lay days.German bark *Gustav Adolf*, 274, Hong

kong to Tientan and back via Newchwang, 63 cents per picul, 35 lay days.

German bark *Erema*, 380, hence to Haiphong and back, \$2,000 in full, 35 lay days.British schooner *Fulcochrum*, 176, hence to Haiphong and back, \$1,250 in full, 30 lay days.British schooner *Syringe*, 242, hence to Haiphong and back, \$1,500 in full, 35 lay days.German bark *Ferdinand*, 416, Manila to London or Liverpool, private.German schooner *Amanda*, 235, Iloilo to New York or Boston, private.German bark *Hans*, 499, hence to Channel for orders to a Port in the United Kingdom or on the Continent, private.German schooner *San Francisco*, 250, hence to Singapore, \$425 in full.German bark *Leonor*, 284, hence to Singapore, \$650 in full.Danish brig *Jylland*, 267, Takao to Yokohama, 32 cents per picul, and Newchwang to Hongkong, 22 cents per picul.British bark *Marquis of Argyle*, 500, Saigon to Sourabaya, 35 cents per picul, 20 lay days.British bark *Hieronimus*, 262, Saigon to Sourabaya, 35 cents per picul, 15 lay days.British bark *Antioch*, 647, hence to San Francisco, private.British steamer *Ocean*, 971, Saigon to Madras, 60 cents per picul, and hence to Saigon, \$2,100 in full, 6 lay days.British steamer *Thales*, 520, hence to Cocktown, (Monthly Charter), private.

paid for their assent to this principle. Now Lord Tenterden says in regard to charter-parties, Part IV, c. 1. Sec. 4.

"The general rule which our Courts of Law have adopted in the construction of this as well as other mercantile instruments is that the construction should be liberal, agreeable to the real intention of the parties and conformable to the usages of trade in general."

The intentions of the parties were proved by the parol evidence of one of them, which evidence was not contradicted by the other side, although it is said that one of the partners in the Hamburg house at the time of charter was in

the telegrams and letters on the subject. He next addressed the Court on the mode of financing, and quoted also from the pamphlet of correspondence. He then cited several cases.

Mr MacPherson, resident manager of the firm of Browne & Co. at Kobe, was called and deposed as follows:—I joined the firm at the end of 1871. I was employed previous to that by Alt & Co. since 1868, and subsequently by M. H. Neumann & Co., the successors of Alt & Co. I was agent of the defendants after I joined the firm of Browne & Co. We were instructed by letter from the defendants to buy rice for them, and in consequence of this I was sent to Osaka from Kobe, to look after certain rice purchases made on account of the defendant. Osaka is the rice producing district. The contracts were made at our office in Kobe. We made four contracts in all with some Japanese. They were written contracts. I have got two of them here. These were dated 18th and 20th December, 1873, (produced).

The Acting Attorney General objected to the reception of the contracts as evidence on the ground that the plaintiffs had no authority to make the contracts for the defendants. They were, however, ultimately admitted.

Continued:—I produce also the translations. They were translated by H. B. M. Consular agent at Kobe. The contracts were signed in our office and were sealed also. The seals were really the binding part of the agreement. Bargain money was paid on the contracts. \$4,500 were paid in one sum. I know the amount was paid, but don't remember seeing it paid. We entered into two other contracts for rice, and bargain money was paid on each. I do not know as to a rule of percentage of bargain money to be paid, but the usual custom is to pay 10 per cent of the contract amount as bargain money. I went to Osaka on the 4th January. One European, a godown-keeper, named Warburton, went before me. We had not then any establishment at Osaka. I went there to look after these rice contracts. I remained at Osaka up to April or May. Osaka is about 29 miles from Kobe by land, but about 12 miles by sea. Warburton was to look after the shipment of the rice and its bagging. We were obliged to pay bargain money because we could not do without it. We have made a rice contract since then, and we paid bargain money on it. We have made only one actual purchase since then.

I am not aware of any contract for rice where an actual purchase was made, which was done without bargain money being paid. It is the custom in Kobe to pay bargain money on contracts.

A contract for purchase of rice is not considered binding without bargain money.

During my stay at Osaka, there was a

difficulty in getting the rice supplied. I

went to many godowns and saw the rice

stored there,—the rice belonging to the

Japanese sellers in these four contracts.

I remember the *Araby Maid* coming to

Kobe, thence to Osaka. She arrived on

the 17th January 1874.

She began to load very soon after she arrived. She finished

loading on the 6th of March. The rice

with which the *Araby Maid* was loaded

comprised the rice on the contract first

produced, and of rice mentioned in the

first and third contracts. As I got delivery

of rice from day to day, payments had to

be made by me on cheques on the Oriental

Bank at Osaka. Page 42 of the printed

correspondence contains an account of the

different payments made and of interest

thereon at 8 per cent per annum. These

payments were for rice shipped in both the

Araby Maid and *Walton*. These accounts

were included in the invoices sent to

England. We got all the rice on the first

and third contracts, obtained on behalf of

the defendants. The rice on these contracts

went by the *Araby Maid*. A portion of

the second contract went by the *Araby Maid*,

none went by the *Walton*. None of the

4th contract rice went by the *Araby Maid*,

and so much of it as was delivered went by

the *Walton*. We could not get all the

rice on this contract. There was a quantity

of rice which we had already bagged, but

we could not get delivery of from the

Japanese. The bags were ours. There

were about 3,600 bags which we could

never get paid for. They are worth about

\$720. We were instructed by the defend-

ants by letter to bag the rice in Canton

mats, vide letter No. 18 in printed cor-

respondence. We never recovered any money

for those bags. In the course of our taking

delivery of the rice from the Japanese

contractors, we came in contact with the

One Bank. We deposited \$5,000 with this

bank, in their rice department at Osaka.

I deposited this money in order to get

delivery of the rice bagged. When I

applied to the contractors for delivery of

the rice we had bagged, we found that this

bank had asserted a lien on it, and I went

and saw manager of the bank on the

subject, and if I not deposited some money

in advance, I could not have got delivery

of the rice. In consequence of that deposit

of \$5,000 they began to deliver the

rice we had bagged. They delivered rice

to the worth of \$4,550 and then stopped.

The quantity of rice was about 3,000 bags.

We contracted for the rice at \$2.20; but

the bank valued it much higher, viz. about

\$2.70, the then value. We did not receive

the difference between \$4,550 and the

\$5,000 we deposited, losing thereby \$50.

We failed to get nearly half of the quantity

of rice we had contracted for, and all the

defalcations were on the 2nd and 4th con-

tracts. We applied to the Consul at Osaka,

Mr. Amesley, for assistance, and he entered

into correspondence with the Japanese au-

thorities, and accompanied me personally

to the Saitobashi, the native tribunal.

Mr. Russell, in reply to an observation

by the Attorney General that it was

irregular for the witness to have gone

to the tribunal in the way he did for

he might have been imprisoned for con-

tempt of Court if he had gone to an English

Judge in this way, said that there were

no lawyers in the Saitobashi.

Witness replied that there was a French

lawyer in that Court. There were no

native lawyers. The Consul frequently

went there. I went there on this occasion to get the authorities to give us justice. I had made all the representations I could, and the Consul also did all in his power to induce the authorities to get the contractors to carry out their contracts. Eventually we got some money back from the contractors, part of the bargain money, through the tribunal. We got back \$1,460. I did not get back possession of about 5,000 bags which were filled with rice. The bags were told so. No limit as to price was given and drawings were given to Mr. Crawford. Several pieces of glass were given by way of samples as to the kind of figure wanted. On arrival, however, the bags were found to be totally different in size, thickness of glass, and in figuring. Many were broken, and the person at Canton refused to accept them. Mr. Sharp contended that there was an implied warranty. The defendant was then examined as to the above particulars.

Mr. Fairbairn, in answer to the Court, said he attributed the damage to the bad packing, and not to any sea risk.

Mr. Crawford said he was sure he took down the defendant's verbal order at the time he spoke to him.

His Lordship reserved judgment.

account on commission. The plaintiff's ap-

plied to Messrs. Bishop for the recovery of damages, but they would not pay anything, and the lamp was afterwards sold by auction by the order of the defendant.

Mr. Sharp said the defence was that the lamps were not made according to pattern. They were ordered to be of the largest size, best quality with the glass of certain thickness and the figures cut in a certain way. They were for a mandarin in Canton, and the plaintiff's were told so. No limit as to price was given and drawings were given to Mr. Crawford.

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CORRESPONDENCE

PREVENTION &c.

To the Editor of the "CHINA MAIL."

Hongkong, 16th January, 1877.

Sir,—I understand that on board the steamer *Geelong*, which came in from Shanghai yesterday, there was a case of small-pox, and on arrival of the steamer here the patient was removed to the hospital. That is quite as it should be so far as concerns the steamer and the patient, but I would ask why the case is brought into the town instead of being taken to Stone-Cutter's Island. It is said there is no accommodation for a Surgeon during the few months he would be required to attend to the patient. The cost of arranging a couple of wards for the Surgeon and the additional expense for a Surgeon during the few months he would be required to attend to the patient, I understand, would be £2.75 a day. We put £2.75 a day. We filled the remaining space of the *Walton* with a general cargo. We put her out as a general ship, we chartered her originally at £4 per ton, and discharged in the United Kingdom, or £4.5s. per ton to Continent. We had to enter into an arrangement with the Captain for taking in a general cargo—measurement cargo. We had to pay the Captain £400 for difference in freight as per charter party. This was a loss in consequence of having to take in a general cargo. The amount of demurrage was £200, but we did not get it paid. We had to pay £250 to the Captain. The difference was made up by our giving up our commission. In our current account with the ship we credited the ship with only 25 days' demurrage. This was somewhat irregular, as the item of £200 should appear on both sides.

Mr. Russell observed that the transaction was perfectly honest, though somewhat irregular; and the plaintiff's would not accept their commission.

His Lordship said if the plaintiffs were generous to forego their commission, they should not have charged it against the defendants.

The witness replied that this was irregular but was not an error. They wanted to show that the ship was not charged with any commission. This was to make the thing look nice. The plaintiff's took the £200 from the Captain, and paid it over to the defendants.

His Lordship said he did not understand this apparent generosity, but he dared say the Jury understood it.

The Jury said the account current with the defendants should be amended by the substitution of £250 for £200, and the £200 commission given up should be credited to Alabor & Co.

By the Jury.—The Captain did not pay our firm the £200; therefore our firm lost this £200. But we recovered ourselves by charging the defendants with 29 days' demurrage instead of 25 which appeared in the ship's account.

The Jury called for the ship's account, which they thought would explain the matter, and on looking it over, observed that they did not see the item of £200 at all in the ship's account.

Witness said this £200 was for inward commission. Therefore it did not appear in the account of the outward voyage. This inward commission had nothing to do with the defendants.

The Jury said they were satisfied that the account was quite correct in result, though the figure did not show it. The item was only wrongly expressed in words.

In reply to the Jury, witness said the ship was chartered at Yokohama by his firm by telegraph, and the ship was confirmed to them at Kobe. They earned this commission on the voyage from Yokohama to Kobe. She had a general cargo from London, and Browne & Co. had to discharge it.

Witness was then examined as to the accounts of the *Araby Maid*. He said the bank had asserted a lien on it, and I went and saw manager of the bank on the subject, and if I not deposited some money in advance, I could not have got delivery of the rice. In consequence of that deposit of \$5,000 they began to deliver the rice we had bagged. They delivered rice to the worth of \$4,550 and then stopped.

The quantity of rice was about 3,000 bags. We contracted for the rice at \$2.20; but the bank valued it much higher, viz. about \$2.70, the then value. We did not receive the difference between \$4,550 and the \$5,000 we deposited, losing thereby \$50.

We failed to get nearly half of the quantity of rice we had contracted for, and all the defalcations were on the 2nd and 4th contracts.

We applied to the Consul at Osaka, Mr. Amesley, for assistance, and he entered into correspondence with the Japanese authorities, and accompanied me personally to the Saitobashi, the native tribunal.

Mr. Russell, in reply to an observation by the Attorney General that it was irregular for the witness to have gone to the tribunal in the way he did for he might have been imprisoned for contempt of Court if he had gone to an English Judge in this way, said that there were no lawyers in the Saitobashi.

Witness replied that there was a French lawyer in that Court. There were no native lawyers. The Consul frequently

went there. I went there on this occasion to get the authorities to give us justice. I had made all the representations I could, and the Consul also did all in his power to induce the authorities to get the contractors to carry out their contracts. Eventually we got some money back from the contractors, part of the bargain money, through the tribunal. We got back \$1,460. I did not get back possession of about 5,000 bags which were filled with rice. The bags were told so. No limit as to price was given and drawings were given to Mr. Crawford.

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The defendant was then examined as to the above particulars.

Mr. Fairbairn, in answer



Mails.

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JAS. B. COUGHTRIE,
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Hongkong, November 1, 1876.

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TO LET.

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